

1 Kristin Nealey Meier, WSBA #33562
2 Ryan, Swanson & Cleveland, PLLC
3 1201 Third Avenue, Suite 3400
4 Seattle, WA 98101
(206) 464-4224

5 kmeier@ryanlaw.com

6 *Attorneys for National Rifle Association of America*

7 **UNITED STATES DISTRICT COURT**
8 **EASTERN DISTRICT OF WASHINGTON**
9 **AT SPOKANE**

10 RONALD SHIELDS, individually and as
11 Personal Representative of the Estate of
12 NORMA SHIELDS, and on behalf of the
13 marital community of RONALD
14 SHIELDS and NORMA SHIELDS,

15 Plaintiffs,

16 v.
17 TRANSAMERICA PREMIER LIFE
18 INSURANCE COMPANY, an Iowa
19 Corporation; and, NATIONAL RIFLE
ASSOCIATION OF AMERICA, a New
York Foreign Nonprofit Corporation, d/b/a
NRA Endorsed Insurance Program; and,
A.G.I.A. Inc., a California Corporation
d/b/a AGIA Infinity, and as agent/Partner
of NRA Endorsed Insurance Program,

20 Defendants.

21 **The Honorable Salvador
Mendoza, Jr.**

22 NO. 2:20-cv-00438-SMJ

23 **DEFENDANT NATIONAL
RIFLE ASSOCIATION OF
AMERICA'S ANSWER TO
COMPLAINT**

24 COMES NOW NATIONAL RIFLE ASSOCIATION OF AMERICA,
25 hereinafter referred to as "NRA," by and through its attorneys of record, Ryan,
26 Swanson & Cleveland, PLLC, and answers Plaintiffs' Complaint as follows:

DEFENDANT NATIONAL RIFLE ASSOCIATION OF
AMERICA'S ANSWER TO COMPLAINT - 1



Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034
206.464.4224 | Fax 206.583.0359

I. PARTIES, JURISDICTION, VENUE, AND COVERAGE

1. Answering paragraph 1.1 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of these averments and so denies same.

2. Answering paragraph 1.2 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of these averments and so denies same.

3. Answering paragraph 1.3 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of these averments, so denies same. Additionally, Plaintiff describes the relief he seeks, to which no response is required. If a response is later deemed required, it is denied.

4. Answering paragraph 1.4 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of these averments and so denies same.

5. Answering paragraph 1.5 of Plaintiffs' Complaint, NRA admits that Mr. Shields lives in Newport, Washington. For the remainder of the paragraph, NRA is without knowledge or information to form a belief as to the truth of these averments, so denies same.

6. Answering paragraph 1.6 of Plaintiffs' Complaint, NRA is without

1 knowledge or information to form a belief as to the truth of these averments, so
2 denies same.
3

4 7. Answering paragraph 1.7 of Plaintiffs' Complaint, NRA is without
5 knowledge or information to form a belief as to the truth of these averments and
6 so denies same.
7

8 8. Answering paragraph 1.8 of Plaintiffs' Complaint, NRA is without
9 knowledge or information to form a belief as to the truth of these averments and
10 so denies same.
11

12 9. Answering paragraph 1.9 of Plaintiffs' Complaint, NRA denies it
13 does business as NRA Endorsed Insurance Program. NRA admits it is a New York
14 Foreign Nonprofit Corporation that does business in the Eastern District of
15 Washington.
16

17 10. Answering paragraph 1.10 of Plaintiffs' Complaint, NRA has not
18 held an insurance-related license in Washington state, but denies it has acted as a
19 "insurance producer" in any way. Paragraph 1.10 calls for a legal conclusion
20 which does not require a response. To the extent a response is required, it is
21 denied. Except as described, NRA denies the remaining averments in Paragraph
22
23 1.10.
24

25 11. Answering paragraph 1.11 of Plaintiffs' Complaint, NRA is without
26

1 knowledge or information to form a belief as to the truth of these averments and
2 so denies same.
3

4 12. Answering paragraph 1.12 of Plaintiffs' Complaint, NRA is without
5 knowledge or information to form a belief as to the truth of these averments and
6 so denies same.
7

8 13. Answering paragraph 1.13 of Plaintiffs' Complaint, NRA denies.
9

10 14. Answering paragraph 1.14 of Plaintiffs' Complaint, NRA denies the
11 policy and the advertisements were "by the NRA." NRA is without knowledge or
12 information to form a belief as to the truth of the remaining averments and so
13 denies same.
14

15 15. Answering paragraph 1.15 of Plaintiffs' Complaint, NRA is without
16 knowledge or information to form a belief as to the truth of these averments and
17 so denies same.
18

19 16. Answering paragraph 1.16 of Plaintiffs' Complaint, NRA is without
20 knowledge or information to form a belief as to the truth of these averments and
21 so denies same.
22

23 17. Answering paragraph 1.17 of Plaintiffs' Complaint, NRA denies it
24 engaged in deceptive and misleading practices. NRA is without knowledge or
25 information to form a belief as to the truth of the remaining averments, so denies
26

1 same.

2 18. Answering paragraph 1.18 of Plaintiffs' Complaint, NRA denies it
3 engaged in twisting, unfair competition, or deceptive advertising, or otherwise
4 violated Washington State Law. The NRA is without knowledge or information
5 to form a belief as to the truth of the remaining averments and so denies same.
6

7 19. Answering paragraph 1.19 of Plaintiffs' Complaint, NRA denies.

8 20. Answering paragraph 1.20 of Plaintiffs' Complaint, NRA is without
9 knowledge or information to form a belief as to the truth of these averments and
10 so denies same.

11 21. Answering paragraph 1.21 of Plaintiffs' Complaint, NRA is without
12 knowledge or information to form a belief as to the truth of these averments and
13 so denies same.

14 22. Answering paragraph 1.22 of Plaintiffs' Complaint, NRA admits that
15 jurisdiction is proper in the Eastern District of Washington. NRA denies the
16 remaining averments in paragraph 1.22.

17 23. Answering paragraph 1.23 and sub paragraphs 1.23.1, 1.23.2 and
18 1.23.3 of Plaintiffs' Complaint, NRA asserts that the New York Insurance
19 Commission issued a Statement of Charges for actions unrelated to the claims
20 herein. That Statement of Charges speaks for itself. Any mischaracterization or
21

1 misstatement of the same is denied. NRA denies the relevance of any statements
2 in the Statement of Charges, as it reflects a time frame decades after the policy at
3 issue was sold, and does not reference a cancer policy.
4

5 24. Answering paragraph 1.24 of Plaintiffs' Complaint, NRA asserts that
6 this statement is a conclusion of law that requires no response. To the extent a
7 response is required, it is denied.
8

9 25. Answering paragraph 1.25 of Plaintiffs' Complaint, NRA asserts that
10 this statement is a conclusion of law that requires no response. To the extent a
11 response is required, it is denied.
12

13 26. Answering paragraph 1.26 of Plaintiffs' Complaint, NRA asserts that
14 this statement is a conclusion of law that requires no response. To the extent a
15 response is required, it is denied.
16

17 27. Answering paragraph 1.27 of Plaintiffs' Complaint, NRA asserts that
18 this statement is a conclusion of law that requires no response. To the extent a
19 response is required, it is denied.
20

21 28. Answering paragraph 1.28 of Plaintiffs' Complaint, NRA denies.
22

23 II. FACTS

24 A. Cancer Insurance Policy

25 29. Answering paragraph 2.1 of Plaintiffs' Complaint, NRA denies.
26

1 30. Answering paragraph 2.2 of Plaintiffs' Complaint, NRA admits.
2

3 31. Answering paragraph 2.3 of Plaintiffs' Complaint, NRA admits that
4 insurance companies sent advertisements to NRA members. NRA denies it
5 "offered" insurance to Mr. and Mrs. Shields. NRA denies the remainder of
6 paragraph 2.3.
7

8 32. Answering paragraph 2.4 of Plaintiffs' Complaint, NRA asserts that
9 the letter Mr. and Mrs. Shields received speaks for itself. Any mischaracterization
10 or misstatement of the same is denied.
11

12 33. Answering paragraph 2.5 of Plaintiffs' Complaint, NRA denies it
13 "offered" any insurance policy. NRA asserts the letter speaks for itself. Any
14 mischaracterization or misstatement of the same is denied. NRA is without
15 knowledge or information to form a belief as to the truth of the remaining
16 averments and so denies same.
17

18 34. Answering paragraph 2.6 of Plaintiffs' Complaint, NRA asserts that
19 the letter Mr. and Mrs. Shields received speaks for itself. Any mischaracterization
20 or misstatement of the same is denied.
21

22 35. Answering paragraph 2.7 of Plaintiffs' Complaint, NRA asserts that
23 the letter Mr. and Mrs. Shields received speaks for itself. Any mischaracterization
24 or misstatement of the same is denied.
25

1 36. Answering paragraph 2.8 of Plaintiffs' Complaint, NRA asserts that
2 the letter Mr. and Mrs. Shields received speaks for itself. Any mischaracterization
3 or misstatement of the same is denied.
4

5 37. Answering paragraph 2.9 of Plaintiffs' Complaint, NRA asserts that
6 the policy speaks for itself. Any mischaracterization or misstatement of the same
7 is denied.
8

9 38. Answering paragraph 2.10 of Plaintiffs' Complaint, NRA asserts that
10 the policy speaks for itself. Any mischaracterization or misstatement of the same
11 is denied.
12

13 39. Answering paragraph 2.11 of Plaintiffs' Complaint, NRA asserts that
14 the policy speaks for itself. Any mischaracterization or misstatement of the same
15 is denied.
16

17 40. Answering paragraph 2.12 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of these averments and
19 so denies same.
20

21 41. Answering paragraph 2.13 of Plaintiffs' Complaint, NRA is without
22 knowledge or information to form a belief as to the truth of these averments and
23 so denies same.
24

25 42. Answering paragraph 2.14 of Plaintiffs' Complaint, NRA is without
26

1 knowledge or information to form a belief as to the truth of these averments and
2 so denies same.
3

4 43. Answering paragraph 2.15 of Plaintiffs' Complaint, NRA is without
5 knowledge or information to form a belief as to the truth of these averments so
6 denies same. NRA denies it engaged in false and misleading conduct.
7

8 44. Answering paragraph 2.16 of Plaintiffs' Complaint, NRA is without
9 knowledge or information to form a belief as to the truth of these averments
10 related to "all successors" and so denies same. NRA denies it committed any
11 tortious acts.
12

13 45. Answering paragraph 2.17 of Plaintiffs' Complaint, NRA is without
14 knowledge or information to form a belief as to the truth of these averments so
15 denies same.
16

17 46. Answering paragraph 2.18 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of these averments so
19 denies same.
20

21 47. Answering paragraph 2.19 of Plaintiffs' Complaint, NRA admits the
22 NRA Endorsed Insurance Program has changed its name at least once. NRA is
23 without knowledge or information to form a belief as to the truth of the remaining
24 averments so denies same.
25
26

1 48. Answering paragraph 2.20 of Plaintiffs' Complaint, NRA is without
2 knowledge or information to form a belief as to the truth of these averments and
3 so denies same.
4

5 49. Answering paragraph 2.21 of Plaintiffs' Complaint, NRA is without
6 knowledge or information to form a belief as to the truth of these averments and
7 so denies same.
8

9 50. Answering paragraph 2.22 of Plaintiffs' Complaint, NRA is without
10 knowledge or information to form a belief as to the truth of these averments so
11 denies same.
12

13 51. Answering paragraph 2.23 of Plaintiffs' Complaint, NRA is without
14 knowledge or information to form a belief as to the truth of these averments and
15 so denies same.
16

17 52. Answering paragraph 2.24 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of these averments and
19 so denies same.
20

21 53. Answering paragraph 2.25 of Plaintiffs' Complaint, NRA asserts that
22 this statement is a conclusion of law that requires no response. NRA denies any
23 mischaracterization or misstatement of the same. To the extent a response is
24 required, it is denied.
25



1 54. Answering paragraph 2.26 of Plaintiffs' Complaint, NRA is without
 2 knowledge or information to form a belief as to the truth of these averments and
 3 so denies same.
 4

5 55. Answering paragraph 2.27 of Plaintiffs' Complaint, NRA denies that
 6 Mr. Shields was its policyholder or that the NRA owed him a duty of good faith.
 7 NRA is without knowledge or information to form a belief as to the truth of these
 8 averments as to any other Defendant and so denies same.
 9

10 56. Answering paragraph 2.28 of Plaintiffs' Complaint, NRA denies as
 11 to the NRA, and is without knowledge or information to form a belief as to the
 12 truth of these averments as to any other Defendant and so denies same.
 13

14 57. Answering paragraph 2.29 of Plaintiffs' Complaint, NRA denies
 15 that Mr. and Mrs. Shields were its policyholders or that it owed any duties related
 16 to an insured. The NRA is without knowledge or information to form a belief as
 17 to the truth of these averments as to any other Defendant and so denies same.
 18

19 Except as described above, NRA denies the remainder of the paragraph.
 20

21 58. Answering paragraph 2.30 of Plaintiffs' Complaint, NRA denies
 22 that Mr. and Mrs. Shields were its policyholders or that it owed any duties related
 23 to an insured. The NRA is without knowledge or information to form a belief as
 24 to the truth of these averments as to any other Defendant and so denies same.
 25

1 Except as described above, NRA denies the remainder of the paragraph.

2 59. Answering paragraph 2.31 of Plaintiffs' Complaint, NRA denies that
 3 Mr. and Mrs. Shields were its policyholders or that it owed any duties related to
 4 an insured. The NRA denies it made any misleading, deceptive or false statements
 5 to Mr. or Mrs. Shields. The NRA is without knowledge or information to form a
 6 belief as to the truth of these averments as to any other Defendant and so denies
 7 same. Except as described above, NRA denies the remainder of the paragraph.

8 60. Answering paragraph 2.32 of Plaintiffs' Complaint, NRA denies
 9 that Mr. and Mrs. Shields were its policyholders or that it owed any duties related
 10 to an insured. The NRA is without knowledge or information to form a belief as
 11 to the truth of these averments as to any other Defendant and so denies same.
 12 Except as described above, NRA denies the remainder of the paragraph.

13 61. Answering paragraph 2.33 of Plaintiffs' Complaint, NRA asserts that
 14 this statement is a conclusion of law that requires no response. NRA denies any
 15 mischaracterization or misstatement of the same. To the extent a response is
 16 required it is denied. The NRA is without knowledge or information to form a
 17 belief as to the truth of these averments as to Transamerica and so denies same.

18 62. Answering paragraph 2.34 of Plaintiffs' Complaint, NRA asserts that
 19 this statement is a conclusion of law that requires no response. NRA denies any
 20

1 mischaracterization or misstatement of the same. To the extent a response is
 2 required, it is denied. The NRA is without knowledge or information to form a
 3 belief as to the truth of these averments as to Transamerica and so denies same.
 4

5 63. Answering paragraph 2.35 (including subparts A-F) of Plaintiffs'
 6 Complaint, NRA asserts that these statements are conclusions of law that require
 7 no response. NRA denies any mischaracterization or misstatement of the same.
 8 To the extent a response is required, it is denied.

9 64. Answering paragraph 2.36 of Plaintiffs' Complaint, NRA asserts that
 10 these statements are conclusions of law that require no response. NRA denies any
 11 mischaracterization or misstatement of the same. To the extent a response is
 12 required, it is denied.

13 65. Answering paragraph 2.37 (including subparts A-B) of Plaintiffs'
 14 Complaint, NRA asserts that the policy speaks for itself. Any mischaracterization
 15 or misstatement of same is denied.

16 66. Answering paragraph 2.38 of Plaintiffs' Complaint, NRA asserts that
 17 these statements are conclusions of law that require no response. NRA denies any
 18 mischaracterization or misstatement of the same. To the extent a response is
 19 required, it is denied.

20 67. Answering paragraph 2.39 of Plaintiffs' Complaint, NRA asserts that
 21

1 this statement is a conclusion of law that requires no response. NRA denies any
 2 mischaracterization or misstatement of the same. To the extent a response is
 3 required, it is denied.
 4

5 68. Answering paragraph 2.40 of Plaintiffs' Complaint, NRA denies as
 6 to the NRA, and is without knowledge or information to form a belief as to the
 7 truth of these averments against the other Defendants and so denies same.
 8

9 69. Answering paragraph 2.41 of Plaintiffs' Complaint, NRA asserts this
 10 statement is a conclusion of law for which no response is needed. To the extent a
 11 response is required, NRA denies as to the NRA, and is without knowledge or
 12 information to form a belief as to the truth of these averments against the other
 13 Defendants and so denies same.
 14

15 70. Answering paragraph 2.42 of Plaintiffs' Complaint, NRA asserts this
 16 statement is a conclusion of law for which no response is needed. NRA denies
 17 any mischaracterization or misstatement of the same. To the extent a response is
 18 required, it is denied.
 19

20 71. Answering paragraph 2.43 of Plaintiffs' Complaint, NRA denies as
 21 to the NRA, and is without knowledge or information to form a belief as to the
 22 truth of these averments against the other Defendants and so denies same.
 23

24 72. Answering paragraph 2.44 of Plaintiffs' Complaint, NRA denies as
 25
 26

1 to the NRA, and is without knowledge or information to form a belief as to the
2 truth of these averments against the other Defendants and so denies same.
3

4 73. Answering paragraph 2.45 of Plaintiffs' Complaint, NRA denies.
5

6 74. Answering paragraph 2.46 of Plaintiffs' Complaint, NRA asserts the
7 statement calls for a legal conclusion as to "special relationship" that would
8 trigger legal obligations, for which no response is needed. NRA denies any
9 mischaracterization or misstatement of the same. To the extent a response is
10 needed, it is denied. NRA denies it has engaged in deceptive, misleading, and
11 illegal practices. NRA denies the remainder of the paragraph.
12

13 75. Answering paragraph 2.47 of Plaintiffs' Complaint, NRA denies.
14

15 76. Answering paragraph 2.48 of Plaintiffs' Complaint, NRA is without
16 knowledge or information to form a belief as to the truth of these averments so
17 denies same.
18

19 77. Answering paragraph 2.49 of Plaintiffs' Complaint, NRA asserts that
20 any "marketing materials" speak for themselves. Any mischaracterization or
21 misstatement is denied. NRA specifically denies it issued solicitations. NRA
22 denies the remainder of the paragraph.
23

24 78. Answering paragraph 2.50 of Plaintiffs' Complaint, NRA denies it
25 conducted illegal and unlicensed activities. NRA is without knowledge or
26

1 information to form a belief as to the truth of these averments against the other
2 Defendants and so denies same.
3

4 **B. Facts – Loss Under the Policy**

5 79. Answering paragraph 2.51 of Plaintiffs' Complaint, NRA asserts the
6 letter speaks for itself. Any mischaracterization or misstatement is denied. NRA
7 is without knowledge or information to form a belief as to the truth of these
8 averments against the other Defendants and so denies same.
9

10 80. Answering paragraph 2.52 of Plaintiffs' Complaint, NRA is without
11 knowledge or information to form a belief as to the truth of these averments and
12 so denies same.
13

14 81. Answering paragraph 2.53 of Plaintiffs' Complaint, NRA is without
15 knowledge or information to form a belief as to the truth of these averments and
16 so denies same.
17

18 82. Answering paragraph 2.54 of Plaintiffs' Complaint, NRA asserts the
19 letter speaks for itself. Any mischaracterization or misstatement is denied.
20

21 83. Answering paragraph 2.55 of Plaintiffs' Complaint, NRA asserts the
22 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
23 is without knowledge or information to form a belief as to the truth of these
24 averments and so denies same.
25



1 84. Answering paragraph 2.56 of Plaintiffs' Complaint, NRA is without
2 knowledge or information to form a belief as to the truth of these averments and
3 so denies same.
4

5 85. Answering paragraph 2.57 of Plaintiffs' Complaint, NRA asserts the
6 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
7 is without knowledge or information to form a belief as to the truth of these
8 averments and so denies same.
9

10 86. Answering paragraph 2.58 of Plaintiffs' Complaint, NRA asserts the
11 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
12 is without knowledge or information to form a belief as to the truth of these
13 averments and so denies same.
14

15 87. Answering paragraph 2.59 of Plaintiffs' Complaint, NRA denies.
16

17 88. Answering paragraph 2.60 of Plaintiffs' Complaint, NRA denies.
18

19 89. Answering paragraph 2.61 of Plaintiffs' Complaint, NRA is without
20 knowledge or information to form a belief as to the truth of these averments and
21 so denies same.
22

23 90. Answering paragraph 2.62 of Plaintiffs' Complaint, NRA asserts the
24 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
25 is without knowledge or information to form a belief as to the truth of these
26

1 averments and so denies same.

2 91. Answering paragraph 2.63 of Plaintiffs' Complaint, NRA is without
 3 knowledge or information to form a belief as to the truth of these averments and
 4 so denies same.

5 92. Answering paragraph 2.64 of Plaintiffs' Complaint, NRA is without
 6 knowledge or information to form a belief as to the truth of these averments and
 7 so denies same.

8 93. Answering paragraph 2.65 of Plaintiffs' Complaint, NRA asserts the
 9 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
 10 is without knowledge or information to form a belief as to the truth of these
 11 averments against the other Defendants and so denies same.

12 94. Answering paragraph 2.66 of Plaintiffs' Complaint, NRA is without
 13 knowledge or information to form a belief as to the truth of these averments and
 14 so denies same.

15 95. Answering paragraph 2.67 of Plaintiffs' Complaint, NRA asserts the
 16 death certificate speaks for itself. Any mischaracterization or misstatement is
 17 denied.

18 96. Answering paragraph 2.68 of Plaintiffs' Complaint, NRA denies as
 19 to the NRA, and is without knowledge or information to form a belief as to the
 20

1 truth of these averments as to the other Defendants and so denies same.
2

3 97. Answering paragraph 2.69 of Plaintiffs' Complaint, NRA is without
4 knowledge or information to form a belief as to the truth of these averments and
5 so denies same.

6 98. Answering paragraph 2.70 of Plaintiffs' Complaint, NRA denies as
7 to the NRA, and is without knowledge or information to form a belief as to the
8 truth of these averments as to the other Defendants and so denies same.

9 99. Answering paragraph 2.71 of Plaintiffs' Complaint, NRA asserts the
10 Exhibit speaks for itself. Any mischaracterization or misstatement is denied. NRA
11 is without knowledge or information to form a belief as to the truth of these
12 averments and so denies same.

13 100. Answering paragraph 2.72 of Plaintiffs' Complaint, NRA asserts the
14 Exhibit speaks for itself. Any mischaracterization or misstatement is denied.

15 101. Answering paragraph 2.73 of Plaintiffs' Complaint, NRA is without
16 knowledge or information to form a belief as to the truth of these averments and
17 so denies same.

18 102. Answering paragraph 2.74 of Plaintiffs' Complaint, NRA denies it is
19 the policyholder, has an obligation to issue payment to Mr. Shields, or received
20 Mr. Shields' premiums. NRA denies the remainder of paragraph 2.74.

1 103. Answering paragraph 2.75 of Plaintiffs' Complaint, NRA admits.
2

3 104. Answering paragraph 2.76 of Plaintiffs' Complaint, NRA is without
4 knowledge or information to form a belief as to the truth of these averments and
5 so denies same.

6 105. Answering paragraph 2.77 of Plaintiffs' Complaint, NRA is without
7 knowledge or information to form a belief as to the truth of these averments and
8 so denies same.

9 106. Answering paragraph 2.78 of Plaintiffs' Complaint, NRA asserts this
10 statement is a conclusion of law, with no response required. Any
11 mischaracterization or misstatement is denied. If a response is later deemed
12 required, it is denied.
13

14 107. Answering paragraph 2.79 of Plaintiffs' Complaint, NRA asserts this
15 statement is a conclusion of law, with no response required. If a response is later
16 deemed required, it is denied.
17

18 108. Answering paragraph 2.80 of Plaintiffs' Complaint, NRA asserts that
19 the Exhibits speaks for itself, and no response is required. Any
20 mischaracterization or misstatement is denied. If a response is later deemed
21 required, it is denied.
22

23 109. Answering paragraph 2.81 of Plaintiffs' Complaint, NRA denies it
24

1 received the January 31, 2020 Insurance Fair Conduct Notice. NRA is without
2 knowledge or information to form a belief as to the truth of the averments and so
3 denies same.
4

5 110. Answering paragraph 2.82 of Plaintiffs' Complaint, NRA asserts that
6 the Exhibits speaks for itself, and no response is required. Any
7 mischaracterization or misstatement is denied. If a response is later deemed
8 required, it is denied. NRA is without knowledge or information to form a belief
9 as to the truth of the averments and so denies same.
10

11 111. Answering paragraph 2.83 of Plaintiffs' Complaint, NRA asserts that
12 the Exhibits speaks for itself, and no response is required. Any
13 mischaracterization or misstatement is denied. If a response is later deemed
14 required, it is denied. NRA is without knowledge or information to form a belief
15 as to the truth of the averments and so denies same.
16

17 112. Answering paragraph 2.84 of Plaintiffs' Complaint, NRA denies.
18

19 113. Answering paragraph 2.85 of Plaintiffs' Complaint, NRA asserts this
20 statement is a conclusion of law, with no response required. If a response is later
21 deemed required, it is denied.
22

23 114. Answering paragraph 2.86 of Plaintiffs' Complaint, NRA asserts that
24 the Exhibit speaks for itself, and no response is required. Any mischaracterization
25

1 or misstatement is denied. If a response is later deemed required, it is denied. NRA
2 is without knowledge or information to form a belief as to the truth of the
3 averments and so denies same.
4

5 115. Answering paragraph 2.87 of Plaintiffs' Complaint, NRA asserts the
6 letter speaks for itself, and no response is required. Any mischaracterization or
7 misstatement is denied. If a response is later deemed required, NRA denies same.
8

9 116. Answering paragraph 2.88 of Plaintiffs' Complaint, NRA admits it
10 did not send a notice and affirmatively asserts that it does not correspond
11 regarding insurance. NRA is without knowledge or information to form a belief
12 as to the truth of these averments, so denies same.
13

14 117. Answering paragraph 2.89 of Plaintiffs' Complaint, NRA is without
15 knowledge or information to form a belief as to the truth of these averments, so
16 denies same.
17

18 118. Answering paragraph 2.90 of Plaintiffs' Complaint, NRA denies it
19 sent a letter to Ms. Shields. NRA is without knowledge or information to form a
20 belief as to the truth of the remaining averments, so denies same.
21

22 119. Answering paragraph 2.91 of Plaintiffs' Complaint, NRA asserts that
23 the Exhibit speaks for itself, and no response is required. Any mischaracterization
24 or misstatement is denied. If a response is later deemed required, it is denied. NRA
25
26



1 is without knowledge or information to form a belief as to the truth of the
 2 averments and so denies same.
 3

4 120. Answering paragraph 2.92 of Plaintiffs' Complaint, NRA is without
 5 knowledge or information to form a belief as to the truth of the remaining
 6 averments, so denies same.
 7

8 121. Answering paragraph 2.93 of Plaintiffs' Complaint, NRA asserts this
 9 statement is a conclusion of law, with no response required. If a response is later
 10 deemed required, it is denied.
 11

12 122. Answering paragraph 2.94 of Plaintiffs' Complaint, NRA asserts this
 13 statement is a conclusion of law, with no response required. If a response is later
 14 deemed required, it is denied.
 15

16 123. Answering paragraph 2.95 of Plaintiffs' Complaint, NRA asserts this
 17 statement is a conclusion of law, with no response required. If a response is later
 18 deemed required, it is denied.
 19

20 124. Answering paragraph 2.96 of Plaintiffs' Complaint, NRA asserts this
 21 statement is a conclusion of law, with no response required. If a response is later
 22 deemed required, it is denied.
 23

24 125. Answering paragraph 2.97 of Plaintiffs' Complaint, NRA denies it
 25 wrote the policy. NRA asserts this statement is a conclusion of law, with no
 26



1 response required. If a response is later deemed required, it is denied.
2

3 126. Answering paragraph 2.98 of Plaintiffs' Complaint, NRA denies
4 receiving a notice of loss or that it denied a claim. NRA is without knowledge or
5 information to form a belief as to the truth of the remaining averments, so denies
6 same.
7

8 127. Answering paragraph 2.99 of Plaintiffs' Complaint, NRA denies as
9 to NRA, and is without knowledge or information to form a belief as to the truth
10 of these averments as to other Defendants, and so denies same.
11

12 128. Answering paragraph 2.100 of Plaintiffs' Complaint, NRA admits is
13 has not issued any payments to Mr. Shields. NRA is without knowledge or
14 information to form a belief as to the truth of the remaining averments as to the
15 other Defendants, so denies same.
16

17 129. Answering paragraph 2.101 of Plaintiffs' Complaint, NRA admits it
18 has not paid Plaintiffs for any medical bills. NRA is without knowledge or
19 information to form a belief as to the truth of the remaining averments, so denies
20 same.
21

22 **III. CAUSES OF ACTION**
23

24 **First Cause of Action:**
25 **NEGLIGENCE**
26

130. Answering paragraph 3.1 of Plaintiffs' Complaint, NRA repeats and

1 incorporates its responses to all preceding paragraphs as if set forth fully herein.
 2

3 131. Answering paragraph 3.2 of Plaintiffs' Complaint, NRA denies as to
 4 the NRA, and is without knowledge or information to form a belief as to the truth
 5 of the remaining averments as to the other Defendants.

6 132. Answering paragraph 3.3 of Plaintiffs' Complaint, NRA asserts this
 7 statement is a conclusion of law, with no response required. If a response is later
 8 deemed required, it is denied.

9 133. Answering paragraph 3.4 of Plaintiffs' Complaint, NRA denies it is
 10 or was the agent of Transamerica or that it has any duties under the policy or
 11 Washington State insurance laws. NRA is without knowledge or information to
 12 form a belief as to the truth of the remaining averments, so denies same.
 13

14 134. Answering paragraph 3.5 of Plaintiffs' Complaint, NRA denies as to
 15 NRA, and is without knowledge or information to form a belief as to the truth of
 16 the remaining averments as to the other Defendants, so denies same.
 17

18 135. Answering paragraph 3.6 of Plaintiffs' Complaint, NRA denies as to
 19 NRA, and without knowledge or information to form a belief as to the truth of the
 20 remaining averments as to the other Defendants, so denies same.
 21

22 136. Answering paragraph 3.7 of Plaintiffs' Complaint, NRA asserts that
 23 this is a statement about arbitration that does not require an answer. To the extent
 24



an answer is required, it is denied.

Second Cause of Action:
PROFESSIONAL NEGLIGENCE

137. Answering paragraph 3.8 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

138. Answering paragraph 3.9 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the remaining averments as to the other Defendants, so denies same.

139. Answering paragraph 3.10 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the remaining averments as to the other Defendants, so denies same.

140. Answering paragraph 3.11 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of the averments, so denies same.

141. Answering paragraph 3.12 of Plaintiffs' Complaint, NRA denies.

142. Answering paragraph 3.13 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the remaining averments as to the other Defendants, so denies same.

143. Answering paragraph 3.14 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth

of the remaining averments as to the other Defendants, so denies same.

144. Answering paragraph 3.15 of Plaintiffs' Complaint, NRA asserts that the letter and the policy speak for themselves. Any mischaracterization or misstatement of same is denied. If a response is later deemed required, it is denied.

145. Answering paragraph 3.16 of Plaintiffs' Complaint, NRA asserts that the policy speaks for itself. Any mischaracterization or misstatement is denied. If a response is later deemed required, it is denied.

Third Cause of Action: CONSUMER PROTECTION ACT

A. Violation – Deceptive Practice / Advertising

146. Answering paragraph 3.17 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

147. Answering paragraph 3.18 of Plaintiffs' Complaint, NRA asserts that this statement is a description of Plaintiffs' claims and does not require an answer. To the extent an answer is required, it is denied as to the NRA. NRA is without knowledge or information to form a belief as to the truth of the remaining averments as to the other Defendants, so denies same.

148. Answering paragraph 3.19 of Plaintiffs' Complaint, NRA asserts the statement is a conclusion of law and does not require a response. Any

1 mischaracterization or misstatement of same is denied. If a response is later
 2 deemed required, it is denied.
 3

4 **B. Violation – Twisting**

5 149. Answering paragraph 3.20 of Plaintiffs' Complaint, NRA repeats
 6 and incorporates its responses to all preceding paragraphs as if set forth fully
 7 herein.
 8

9 150. Answering paragraph 3.21 of Plaintiffs' Complaint, NRA asserts the
 10 statute speaks for itself and no response is required. Any mischaracterization or
 11 misstatement of same is denied. To the extent a response is later deemed required,
 12 it is denied.
 13

14 151. Answering paragraph 3.22 of Plaintiffs' Complaint, NRA asserts the
 15 advertisement speaks for itself and no response is required. Any
 16 mischaracterization or misstatement of same is denied. To the extent a response
 17 is later deemed required, it is denied.
 18

20 152. Answering paragraph 3.23 of Plaintiffs' Complaint, NRA asserts the
 21 policy speaks for itself and no response is required. Any mischaracterization or
 22 misstatement of same is denied. To the extent a response is later deemed required,
 23 it is denied.
 24

25 153. Answering paragraph 3.24 of Plaintiffs' Complaint, NRA asserts the
 26



1 policy speaks for itself and no response is required. Any mischaracterization or
 2 misstatement of same is denied. To the extent a response is later deemed required,
 3 it is denied.
 4

5 154. Answering paragraph 3.25 of Plaintiffs' Complaint, NRA asserts the
 6 policy speaks for itself and no response is required. Any mischaracterization or
 7 misstatement of same is denied. To the extent a response is later deemed required,
 8 it is denied.
 9

10 155. Answering paragraph 3.26 of Plaintiffs' Complaint, NRA denies.
 11

12 156. Answering paragraph 3.27 of Plaintiffs' Complaint, NRA denies.
 13

14 157. Answering paragraph 3.28 of Plaintiffs' Complaint, NRA is without
 15 knowledge or information to form a belief as to the truth of the remaining
 16 averments, so denies same.
 17

Fourth Cause of Action:
FRAUD IN THE SALE, SOLICITATION, NEGOTIATION, AND
ADVERTISING OF INSURANCE, CLAIMS HANDLING, AND
FRAUDULENT INDUCEMENT TO CONTRACT

20 158. Answering paragraph 3.29 of Plaintiffs' Complaint, NRA repeats
 21 and incorporates its responses to all preceding paragraphs as if set forth fully
 22 herein.
 23

24 159. Answering paragraph 3.30 of Plaintiffs' Complaint, NRA denies.
 25

26 160. Answering paragraph 3.31 of Plaintiffs' Complaint, NRA denies.
 27

1 161. Answering paragraph 3.32 of Plaintiffs' Complaint, NRA denies.
2

3 162. Answering paragraph 3.33 of Plaintiffs' Complaint, NRA is without
4 knowledge or information to form a belief as to the truth of the remaining
5 averments, so denies same.

6 163. Answering paragraph 3.34 of Plaintiffs' Complaint, NRA denies it is
7 part of the claims process. NRA asserts the letter speaks for itself and no response
8 is required. Any mischaracterization or misstatement of same is denied. To the
9 extent a response is later deemed required, NRA denies same. The NRA is
10 without knowledge or information to form a belief as to the truth of the remaining
11 averments, so denies same.
12

13 164. Answering paragraph 3.35 of Plaintiffs' Complaint, NRA is without
14 knowledge or information to form a belief as to the truth of the averments, so
15 denies same.
16

17 165. Answering paragraph 3.36 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of the averments, so
19 denies same.
20

21 166. Answering paragraph 3.37 of Plaintiffs' Complaint, NRA asserts the
22 policy speaks for itself and no response is required. Any mischaracterization or
23 misstatement of same is denied. To the extent a response is later deemed required,
24



1 it is denied.

2 167. Answering paragraph 3.38 of Plaintiffs' Complaint, NRA asserts the
3 advertisement and policy speak for themselves and no response is required. Any
4 mischaracterization or misstatement of same is denied. To the extent a response
5 is later deemed required, NRA denies same.

6 168. Answering paragraph 3.39 of Plaintiffs' Complaint, NRA asserts the
7 policy speaks for itself and no response is required. Any mischaracterization or
8 misstatement of same is denied. To the extent a response is later deemed required,
9 it is denied.

10 169. Answering paragraph 3.40 of Plaintiffs' Complaint, NRA asserts the
11 letter speaks for itself and no response is required. Any mischaracterization or
12 misstatement of same is denied. To the extent a response is later deemed required,
13 it is denied.

14 170. Answering paragraph 3.41 of Plaintiffs' Complaint, NRA is without
15 knowledge or information to form a belief as to the truth of the averments, so
16 denies same.

17 171. Answering paragraph 3.42 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of the averments, so
19 denies same.



1 172. Answering paragraph 3.43 of Plaintiffs' Complaint, NRA denies as
2 to the NRA, and is without knowledge or information to form a belief as to the
3 truth of the averments as to other Defendants, so denies same.
4

5 173. Answering paragraph 3.44 of Plaintiffs' Complaint, NRA is without
6 knowledge or information to form a belief as to the truth of the averments, so
7 denies same.
8

9 174. Answering paragraph 3.45 of Plaintiffs' Complaint, NRA is without
10 knowledge or information to form a belief as to the truth of the averments, so
11 denies same.
12

13 175. Answering paragraph 3.46 of Plaintiffs' Complaint, NRA is without
14 knowledge or information to form a belief as to the truth of the averments, so
15 denies same.
16

17 176. Answering paragraph 3.47 of Plaintiffs' Complaint, NRA is without
18 knowledge or information to form a belief as to the truth of the averments, so
19 denies same.
20

21 177. Answering paragraph 3.48 of Plaintiffs' Complaint, NRA asserts the
22 statement is a conclusion of law, with no response required. Any
23 mischaracterization or misstatement of same is denied. If a response is later
24 deemed required, it is denied.
25
26

178. Answering paragraph 3.49 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of the averments, so denies same.

Fifth Cause of Action:
**BREACH OF FIDUCIARY DUTY AND/OR BREACH OF QUASI
FIDUCIARY DUTY**

179. Answering paragraph 3.50 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein

180. Answering paragraph 3.51 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of the averments, so denies same.

181. Answering paragraph 3.52 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

182. Answering paragraph 3.53 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

183. Answering paragraph 3.54 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth

of the averments as to other Defendants, so denies same.

184. Answering paragraph 3.55 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of the averments, so denies same.

Sixth Cause of Action:
INSURANCE FAIR CONDUCT ACT / CONSUMER PROTECTION ACT

185. Answering paragraph 3.56 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

186. Answering paragraph 3.57 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

187. Answering paragraph 3.58 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

188. Answering paragraph 3.59 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

189. Answering paragraph 3.60 of Plaintiffs' Complaint, NRA is without knowledge or information to form a belief as to the truth of the averments so

denies same.

190. Answering paragraph 3.61 of Plaintiffs' Complaint, NRA asserts this statement describes Plaintiffs' claims and no response is required. To the extent a response is required, it is denied.

191. Answering paragraph 3.62 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

192. Answering paragraph 3.63 of Plaintiffs' Complaint, NRA asserts that the statement describes Plaintiff's claims and does not require a response. To the extent a response is required, it is denied.

193. Answering paragraph 3.64 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

194. Answering paragraph 3.65 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

Seventh Cause of Action:
CONSUMER PROTECTION ACT – DECEPTIVE PRACTICES /
UNFAIR COMPETITION

195. Answering paragraph 3.66 of Plaintiffs' Complaint, NRA repeats

1 and incorporates its responses to all preceding paragraphs as if set forth fully
2 herein.
3

4 196. Answering paragraph 3.67 of Plaintiffs' Complaint, NRA denies as
5 to NRA, and is without knowledge or information to form a belief as to the truth
6 of the averments as to other Defendants, so denies same.
7

8 197. Answering paragraph 3.68 of Plaintiffs' Complaint, NRA denies as
9 to NRA, and is without knowledge or information to form a belief as to the truth
10 of the averments as to other Defendants, so denies same.
11

12 198. Answering paragraph 3.69 of Plaintiffs' Complaint, NRA denies as
13 to NRA, and is without knowledge or information to form a belief as to the truth
14 of the averments as to other Defendants, so denies same.
15

16 199. Answering paragraph 3.70 of Plaintiffs' Complaint, NRA denies as
17 to NRA, and is without knowledge or information to form a belief as to the truth
18 of the averments as to other Defendants, so denies same.
19

20 200. Answering paragraph 3.71 of Plaintiffs' Complaint, NRA denies as
21 to NRA, and is without knowledge or information to form a belief as to the truth
22 of the averments as to other Defendants, so denies same.
23

24 201. Answering paragraph 3.72 of Plaintiffs' Complaint, NRA denies as
25 to NRA, and is without knowledge or information to form a belief as to the truth
26



1 of the averments as to other Defendants, so denies same.

2 202. Answering paragraph 3.73 of Plaintiffs' Complaint, NRA denies as
3 to NRA, and is without knowledge or information to form a belief as to the truth
4 of the averments as to other Defendants, so denies same.

5 203. Answering paragraph 3.74 of Plaintiffs' Complaint, NRA denies as
6 to NRA, and is without knowledge or information to form a belief as to the truth
7 of the averments as to other Defendants, so denies same.

8 204. Answering paragraph 3.75 of Plaintiffs' Complaint, NRA denies as
9 to NRA, and is without knowledge or information to form a belief as to the truth
10 of the averments as to other Defendants, so denies same.

11 205. Answering paragraph 3.76 of Plaintiffs' Complaint, NRA denies as
12 to NRA, and is without knowledge or information to form a belief as to the truth
13 of the averments as to other Defendants, so denies same.

14 206. Answering paragraph 3.77 of Plaintiffs' Complaint, NRA is without
15 knowledge or information to form a belief as to the truth of the averments, so
16 denies same.

17 207. Answering paragraph 3.78 of Plaintiffs' Complaint, NRA denies as
18 to NRA, and is without knowledge or information to form a belief as to the truth
19 of the averments as to other Defendants, so denies same.

208. Answering paragraph 3.79 of Plaintiffs' Complaint, NRA asserts the letter speaks for itself and no response is required. Any mischaracterization or misstatement of same is denied. To the extent a response is later deemed required, NRA denies same.

Eighth Cause of Action:
BAD FAITH / BREACH OF IMPLIED DUTY OF GOOD FAITH AND
FAIR DEALING

209. Answering paragraph 3.80 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

210. Answering paragraph 3.81 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

211. Answering paragraph 3.82 of Plaintiffs' Complaint, NRA asserts the statement is a conclusion of law for which no response is required. Any mischaracterization or misstatement of same is denied. To the extent a response is required, NRA denies same.

212. Answering paragraph 3.83 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

213. Answering paragraph 3.84 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

214. Answering paragraph 3.85 of Plaintiffs' Complaint, NRA denies as to NRA, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

Ninth Cause of Action:
DECLARATORY JUDGMENT / RCW 7.24

215. Answering paragraph 3.86 of Plaintiffs' Complaint, NRA repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

216. Answering paragraph 3.87 of Plaintiffs' Complaint, NRA asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, NRA denies.

217. Answering paragraph 3.88 of Plaintiffs' Complaint, NRA asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, NRA denies.

218. Answering paragraph 3.89 of Plaintiffs' Complaint, NRA asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, NRA denies.

1 219. Answering paragraph 3.90 of Plaintiffs' Complaint, NRA asserts the
2 statement describes the relief Plaintiffs request and does not require a response.
3
4 To the extent a response is required, NRA denies.

5 220. Answering paragraph 3.91 of Plaintiffs' Complaint, NRA asserts the
6 statement describes the relief Plaintiffs request and does not require a response.
7
8 To the extent a response is required, NRA denies.

9 221. Answering paragraph 3.92 of Plaintiffs' Complaint, NRA asserts the
10 statement describes the relief Plaintiffs request and does not require a response.
11
12 To the extent a response is required, NRA denies.

13 222. Answering paragraph 3.93 of Plaintiffs' Complaint, NRA asserts the
14 statement describes the relief Plaintiffs request and does not require a response.
15
16 To the extent a response is required, NRA denies.

17 223. Answering paragraph 3.94 of Plaintiffs' Complaint, NRA asserts the
18 statement describes the relief Plaintiffs request and does not require a response.
19
20 To the extent a response is required, NRA denies.

21 224. Answering paragraph 3.95 of Plaintiffs' Complaint, NRA asserts the
22 statement describes the relief Plaintiffs request and does not require a response.
23
24 To the extent a response is required, NRA denies.

25 225. Answering paragraph 3.96 of Plaintiffs' Complaint, NRA asserts the
26



1 statement describes the relief Plaintiffs request and does not require a response.
2

3 To the extent a response is required, NRA denies.
4

5 226. Answering paragraph 3.97 of Plaintiffs' Complaint, NRA asserts the
6

7 statement describes the relief Plaintiffs request and does not require a response.
8

9 To the extent a response is required, NRA denies.
10

11 227. Answering paragraph 3.98 of Plaintiffs' Complaint, NRA denies as
12

13 to NRA, and is without knowledge or information to form a belief as to the truth
14

15 of the averments as to other Defendants, so denies same.
16

17 **Tenth Cause of Action:**
18 **NEGLIGENT CLAIMS HANDLING**

19 228. Answering paragraph 3.99 of Plaintiffs' Complaint, NRA repeats
20

21 and incorporates its responses to all preceding paragraphs as if set forth fully
22

23 herein.
24

25 229. Answering paragraph 3.100 of Plaintiffs' Complaint, NRA denies as
26

27 to NRA, and is without knowledge or information to form a belief as to the truth
28

29 of the averments as to other Defendants, so denies same.
30

31 230. Answering paragraph 3.101 of Plaintiffs' Complaint, NRA denies as
32

33 to NRA, and is without knowledge or information to form a belief as to the truth
34

35 of the averments as to other Defendants, so denies same.
36

37 231. Answering paragraph 3.102 of Plaintiffs' Complaint, NRA denies as
38

1 to NRA, and is without knowledge or information to form a belief as to the truth
 2 of the averments as to other Defendants, so denies same.
 3

4 232. Answering paragraph 3.103 of Plaintiffs' Complaint, NRA denies as
 5 to NRA, and is without knowledge or information to form a belief as to the truth
 6 of the averments as to other Defendants, so denies same.
 7

8 **Eleventh Cause of Action:**
 9 **UNFAIR TRADE AND COMPETITION (RCW 19.86.020)**

10 233. Answering paragraph 3.104 of Plaintiffs' Complaint, NRA repeats
 11 and incorporates its responses to all preceding paragraphs as if set forth fully
 12 herein.
 13

14 234. Answering paragraph 3.105 of Plaintiffs' Complaint, NRA denies as
 15 to NRA, and is without knowledge or information to form a belief as to the truth
 16 of the averments as to other Defendants, so denies same.
 17

18 **Twelfth Cause of Action:**
 19 **BREACH OF CONTRACT: EXPRESSED AND IMPLIED**

20 235. Answering paragraph 3.106 of Plaintiffs' Complaint, NRA repeats
 21 and incorporates its responses to all preceding paragraphs as if set forth fully
 22 herein.
 23

24 236. Answering paragraph 3.107 of Plaintiffs' Complaint, NRA denies as
 25 to NRA, and is without knowledge or information to form a belief as to the truth
 26

1 of the averments as to other Defendants, so denies same.

2 237. Answering paragraph 3.108 of Plaintiffs' Complaint, NRA is
3 without knowledge or information to form a belief as to the truth of the averments,
4 so denies same.

5 238. Answering paragraph 3.109 of Plaintiffs' Complaint, NRA is
6 without knowledge or information to form a belief as to the truth of the averments,
7 so denies same.

8 239. Answering paragraph 3.110 of Plaintiffs' Complaint, NRA denies as
9 to NRA, and is without knowledge or information to form a belief as to the truth
10 of the averments as to other Defendants, so denies same.

11 240. Answering paragraph 3.111 of Plaintiffs' Complaint, NRA denies as
12 to NRA, and is without knowledge or information to form a belief as to the truth
13 of the averments as to other Defendants, so denies same.

14
15 **Thirteenth Cause of Action:**
16 **PROMISSORY ESTOPPEL**

17 241. Answering paragraph 3.112 of Plaintiffs' Complaint, NRA repeats
18 and incorporates its responses to all preceding paragraphs as if set forth fully
19 herein.

20 242. Answering paragraph 3.113 of Plaintiffs' Complaint, NRA is
21 without knowledge or information to form a belief as to the truth of the averments,
22



1 so denies same.

2 243. Answering paragraph 3.114 of Plaintiffs' Complaint, NRA denies as
 3 to NRA, and is without knowledge or information to form a belief as to the truth
 4 of the averments as to other Defendants, so denies same.

5 244. Answering paragraph 3.115 of Plaintiffs' Complaint, NRA is
 6 without knowledge or information to form a belief as to the truth of the averments,
 7 so denies same.

8 245. Answering paragraph 3.116 of Plaintiffs' Complaint, NRA denies as
 9 to NRA, and is without knowledge or information to form a belief as to the truth
 10 of the averments as to other Defendants, so denies same.

11 **IV. DAMAGES/ADDITIONAL CLAIMS HANDLING VIOLATIONS**

12 246. Answering paragraph 4.1 of Plaintiffs' Complaint, NRA asserts the
 13 policy speaks for itself and no response is required. Any mischaracterization or
 14 misstatement of same is denied. To the extent a response is later deemed required,
 15 NRA denies same.

16 247. Answering paragraph 4.2 of Plaintiffs' Complaint, NRA denies as to
 17 NRA, and is without knowledge or information to form a belief as to the truth of
 18 the averments as to other Defendants, so denies same.

19 248. Answering paragraph 4.3 of Plaintiffs' Complaint, NRA is without



1 knowledge or information to form a belief as to the truth of the averments, so
2 denies same.
3

4 249. Answering paragraph 4.4 of Plaintiffs' Complaint, NRA denies as to
5 NRA, and is without knowledge or information to form a belief as to the truth of
6 the averments as to other Defendants, so denies same.
7

8 250. Answering paragraph 4.5 of Plaintiffs' Complaint, NRA is without
9 knowledge or information to form a belief as to the truth of the averments, so
10 denies same.
11

12 251. Answering paragraph 4.6 of Plaintiffs' Complaint, NRA denies as to
13 NRA, and is without knowledge or information to form a belief as to the truth of
14 the averments as to other Defendants, so denies same.
15

16 252. Answering paragraph 4.7 of Plaintiffs' Complaint, NRA assert this
17 statement is a description of Plaintiffs' claims and no response is required. To the
18 extent a response is later required, NRA denies.
19

20 253. Answering paragraph 4.8 of Plaintiffs' Complaint, NRA denies as to
21 NRA, and is without knowledge or information to form a belief as to the truth of
22 the averments as to other Defendants, so denies same.
23

24 / / /
25 / / /
26



AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.

2. All claims asserted in the Complaint are barred because NRA did not engage in any unlawful conduct, and no act or omission of NRA caused the Plaintiffs any injury, including the injury alleged in the Complaint.

3. Some or all of the claims asserted in the Complaint may be barred by the applicable statute of limitations.

4. If any award is made against these parties, the award be apportioned among any and all at-fault entities.

5. The NRA is not responsible for any damages caused in whole or in part by the independent, intervening, or superseding acts of third parties. NRA is not responsible and is not the legal or proximate cause of any damages resulting from any acts, representations, or omissions by third parties which were not authorized and/or were not performed with actual, implied, or apparent authority.

6. Some or all of the claims asserted in the Complaint are barred, in whole or in part, by the Plaintiff's contributory negligence and because the matters complained of were adequately disclosed to the plaintiff and/or he failed to read documents which were provided to him which disclosed such matters.

7. All claims asserted in the Complaint are barred, in whole or in part,

1 because the NRA did not breach any common law or contractual duty owed to the
 2 Plaintiff.
 3

4 8. All claims asserted in the Complaint are barred because NRA did not
 5 legally cause any of the damages claimed in the Complaint, and the Plaintiff has
 6 not suffered any injury or damage by reason of any unlawful act or omission by
 7 NRA.
 8

9 9. The alleged conduct of NRA cannot support an award of exemplary
 10 damages, and any award of exemplary damages in this matter would violate the
 11 Due Process Clause of the United States Constitution and the corresponding
 12 provision of the Constitution of the State of Washington.
 13

14 10. Any award of exemplary damages to the plaintiff would be in
 15 violation of the constitutional rights and safeguards provided to NRA under the
 16 Constitution of the United States of America including, without limitation,
 17 because there are no limitations placed on a jury's discretion in considering the
 18 imposition or amount of such damages, there are no sufficient trial court and
 19 appellate review mechanisms to constitutionally confirm any such damage award,
 20 and the imposition of such a damage award would allow a verdict tainted by
 21 passion and prejudice.
 22

23 11. Any award of exemplary damages in this case would violate the
 24

procedural and substantive safeguards provided to NRA under the Fifth, Sixth, Eighth, and Fourteenth Amendments to the Constitution of the United States, and under the Constitution of the State of Washington, in that such damages are penal in nature and, consequently, NRA is entitled to the same procedural and substantive safeguards afforded to criminal defendants.

12. Any award of exemplary damages to the plaintiff in this case would violate the Eighth Amendment to the Constitution of the United States and the Constitution of the State of Washington in that such damages would constitute imposition of an excessive fine.

13. NRA reserves its right to assert all other defenses and to add any other affirmative defenses as may be revealed by further investigation and discovery in this case.

PRAYER FOR RELIEF

WHEREFORE, having fully and completely responded to each and every allegation and claim in the Complaint, NRA prays that the Plaintiff take nothing, that the Complaint be dismissed in its entirety with prejudice, that NRA recover its attorney's fees and costs for defending this action, and for such other and

111

111

DEFENDANT NATIONAL RIFLE ASSOCIATION OF AMERICA'S ANSWER TO COMPLAINT - 48



Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034
(206) 467-1024 | Fax: (206) 523-0250

1 further relief as the Court deems just and proper.

2 DATED this 30th day of June, 2021.

3
4
5 By s. Kristin Nealey Meier
6 Kristin Nealey Meier, WSBA #33562
7 *Attorneys for Defendant*
8 *National Rifle Association of America*
9 RYAN, SWANSON & CLEVELAND, PLLC
10 1201 Third Avenue, Suite 3400
11 Seattle, Washington 98101-3034
12 Telephone: (206) 464-4224
13 Facsimile: (206) 583-0359
14 kmeier@ryanlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on the 30th day of June, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which in turn automatically generated a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF system. The NEF for the foregoing specifically identifies recipients of electronic notice.

A. Henderson

Angie Henderson, Legal Assistant
henderson@ryanlaw.com

DEFENDANT NATIONAL RIFLE ASSOCIATION OF AMERICA'S ANSWER TO COMPLAINT - 50



Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034
(206) 467-1224 | Fax: (206) 522-0250